

EXHIBIT A



Consolidated Edison Company of New York, Inc.
4 Irving Place, New York, NY 10003

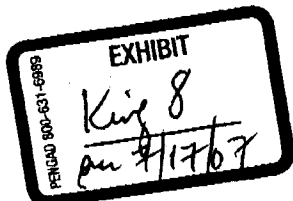
Revised 3/1/82
Revised 3/24/82

Larry Silverstein, President
Silverstein Development Corp.,
as General Partner of
7 World Trade Center Company
521 Fifth Avenue, New York 10017

Re: Company Consent to Work
Premises: Trade Center Substation
Manhattan, New York

Dear Mr. Silverstein:

You have requested access to the Premises for the purpose of doing work, to be specified in detail, in connection with the proposed construction of an office tower pursuant to your lease with the Port Authority of New York and New Jersey ("Port") dated December 31, 1980. Accordingly, Con Edison is willing to grant such access on the terms and conditions that follow. Please note that Con Edison's consent is granted on condition that any work in, on, or about the Premises, or on the proposed office tower which, in the sound judgment of Con Edison, may affect the safe, reliable and continuous operation of the substation on the Premises, shall not proceed until you, your agents, contractors, employees and subcontractors strictly comply with the conditions of this Consent.



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1. DEFINITIONS: As used here ---

"Con Edison" shall mean Consolidated Edison Company of New York, Inc., and shall include any representatives designated by Con Edison in writing.

"Contractor" shall mean 7 World Trade Center Company, acting by and through Silverstein Development Corp., as its general partner;

"Subcontractor" shall mean any person, firm or corporation under separate agreement or contract with Contractor;

"Premises" shall mean the existing substation at 66 Barclay Street owned and operated by Con Edison under lease with Port dated May 29, 1968;

"Work" shall mean the construction and pre-construction activities of Contractor on the proposed office tower previously referred to, permitted by Con Edison, in, on, or about the Premises.

2. SCOPE OF PERMITTED WORK: ACCURACY OF INFORMATION

(a) The work authorized by this Consent shall consist only of those activities specified by the Contractor or by third parties acting for the Contractor on drawings, plans, specifications, (including work procedures, equipment and sequence schedules, restrictions on number and type of per-

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sonnel, means of access, and starting and completion dates for the various stages of the Work) that have been submitted to, and accepted by, Con Edison and all additional and further pre-construction activities and construction work of Contractor reasonably acceptable to Con Edison.

Contractor may be obligated to perform construction work to, or outside of, the Premises as part of the Work whenever Con Edison deems such Work necessary and reasonable to protect the Premises from the possibility of material damage or injury. Contractor shall furnish Con Edison with any and all information, revisions, modifications, changes, instructions, procedures, schedules, plans, drawings and other details which Con Edison deems necessary to consent to further Work, including any of the design drawings, plans and specifications for the office tower under Section 4 of your lease with the Port and any of the design drawings, plans and specifications for construction of a certain pedestrian bridge under the supervision of the New York City Public Development Corporation.

(b) Before starting any phase of the Work, Contractor shall provide Con Edison's designated construction inspector with copies of all of the accepted drawings and specifications for the Work, (including construction guidelines and work methods) stamped or marked with the legend "Accepted by Con Edison, (date)", or otherwise accepted in writing by Con Edison

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In addition, Contractor shall provide Con Edison with reproducible "as built" plans or drawings upon completion of each phase of the Work. Contractor shall also furnish Con Edison with a reasonable number of copies of any of the foregoing materials.

(c) The Work shall also consist of any labor, personnel, equipment, materials, services and supplies required to be furnished by Con Edison.

(d) Con Edison shall comment upon, accept, reject, revise, or otherwise "turn around" submittals as soon as practicable, provided they are delivered to Con Edison sufficiently in advance to afford Con Edison a thorough and comprehensive review of the effect of such proposed work on the Premises. Contractor shall not proceed with any activities until Con Edison's prior written acceptance has been obtained. Under no circumstances shall Con Edison be responsible or liable for any claimed delay in the prosecution of the Work or the completion of the office tower and for field conditions materially differing from those shown on plans, drawings and the specifications.

(e) Contractor shall be solely responsible for confirming the accuracy or correctness of any Work, including Work furnished or supplied by Con Edison or others, unless otherwise expressly provided by the parties in writing. Con Edison shall be notified of errors, omissions, defects or inaccuracies as soon as they are discovered by Contractor.

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Con Edison reserves the right to designate a person other than a construction inspector, whose salary shall be paid by Contractor, to monitor the subsurface investigations and receive and evaluate results of testing and monitoring equipment, and otherwise observe the prosecution of the Work.

3. GENERAL GUARANTY:

Contractor warrants that the Work will be performed in a first-class, workmanlike manner. Contractor shall promptly remedy any Work defects, *(except in the portion of the Work performed by Con Edison)* pay for any damage to the Premises and compensate Con Edison for any real or personal property to be used or to be permanently occupied by Contractor. Contractor guarantees performance of this obligation for a period not less than two (2) years from the date of final completion of any Work.

4. PAYMENT:

Contractor shall pay for all materials, labor, personnel, services, tools, equipment, water, light, power, transportation, superintendence and security guards, that are required by the Work, at no charge or expense to Con Edison whatsoever. The cost of Work furnished or provided by Con Edison shall be paid for by Contractor within 30 days of presentation of a bill. The following charges shall apply to the Work:

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(a) Labor of the Con Edison organization unit involved at average payroll rate plus related expenses and indirect costs. Overtime, shift premiums and Sunday rates will be charged where applicable;

(b) Material at the average actual storeroom price plus 12% for handling cost (sales taxes to be added where applicable);

(c) Use of transportation vehicles at rates covering operation, maintenance, carrying charges and taxes;

(d) Contract work and sundry vendors' bills at invoice cost, including any taxes contained therein;

(e) Use of large tools and equipment at rates covering operation, maintenance, carrying charges and taxes;

(f) Corporate overhead for engineering, drafting, administration and inspection at 20% of Items (a) through (e);

(g) Salvage credit at storeroom price of materials reduced by salvaging cost, or at junk value.

If Contractor does not pay any bill for Con Edison Work within 30 days of presentation, interest shall be added to any bills remaining unpaid at the end of such 30day period at the rate of 18% per annum and such interest shall be payable by Contractor to Con Edison with the amount of the bill.

5. SUPERINTENDENCE BY CONTRACTOR:

Prior to the start of any phase of the Work, Contractor shall provide Con Edison with the name and title of a construct-

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ion superintendent or foreman on the jobsite, who has authority to act for Contractor and has Con Edison's prior written approval. Contractor shall be required to coordinate any Work to be performed by Con Edison with the Work to be performed by Contractor or others.

6. STATUS REPORTS/SCHEDULED OUTAGE:

Contractor shall furnish such status reports on the Work as may be required by Con Edison from time to time. Contractor shall notify Con Edison as far in advance as possible whenever the Work may require a scheduled outage or shutdown of all or a portion of the Premises. If Con Edison determines that an outage or shutdown is appropriate, it shall be scheduled solely at the convenience of Con Edison.

7. SUBCONTRACTING:

(a) Contractor may utilize the services of specialty subcontractors on those parts of the Work which are normally performed by specialty contractors, provided that Contractor's choice of subcontractor shall be subject to the reasonable approval of Con Edison.

(b) Contractor shall bear total responsibility for the observance and performance of the conditions of this consent by all subcontractors including the acts, errors and omissions of subcontractors and persons either directly or indirect-

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ly employed by them.

(c) Nothing contained in this consent shall be deemed or construed to create a contractual relationship between any subcontractor and Con Edison.

8. INSPECTION AND TESTS:

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with standards acceptable to Con Edison. Any inspection, tests, investigatory or monitoring services required by Con Edison shall be furnished and paid for by Contractor.

9. CORRECTION OF IMPROPER WORK
AND LIABILITY OF CONTRACTOR:

All aspects of the Work shall be subject to periodic inspection by Con Edison. Should an inspection reveal Work that does not conform to approved plans and specifications, Contractor shall forthwith reconstruct, make good, replace or otherwise correct same before proceeding with further Work.

10. "STOP WORK" ORDER:

Contractor shall immediately stop, suspend, delay or interrupt all or any part of the Work without any liability on the part of Con Edison whatsoever, whenever, in the sound judgment of Con Edison, the prosecution of the Work threatens the safe, reliable and continuous operation of the substation or equipment on the Premises and Con Edison determines that

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an emergency exists. If an emergency is not declared, Con Edison shall consult with Contractor before ordering Work stopped, otherwise Contractor shall immediately stop all activities under this permit. Con Edison agrees that no order shall be issued except in accordance with its standard operating practice. All measures Con Edison deems reasonable and necessary under the circumstances shall be taken by Contractor or Con Edison as quickly as possible and deemed part of the Work.

11. PERMITS, LICENSES AND REGULATIONS:

Contractor represents that it is fully familiar with all the requirements of permits, consents, licenses, laws, orders, rules and regulations, which are applicable to the Work and has or will make application for, obtain, pay for, give all notices and otherwise comply with all the terms and provisions of governmental and non-governmental (including Con Edison) safety and operating requirements, permits, consents, licenses, laws, order, rules and regulations.

12. CONTRACTOR'S TITLE TO MATERIALS/STORAGE OF EQUIPMENT:

Contractor shall not purchase any materials or supplies for the Work which are subject to a chattel mortgage or conditional sale or other agreement in which the seller retains an interest. Contractor warrants good title to all materials and supplies used in this Work, free of all

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liens, claims or encumbrances. Equipment or materials in the Work may be stored on the Premises at the sole risk of Contractor if storage area is available and such storage does not interfere with the normal operations of the substation on the Premises. Security for such stored equipment and materials shall be Contractor's sole responsibility.

13. CARE AND RESTORATION OF PREMISES:

Contractor shall, as part of the Work --

(a) take every precaution to protect persons from injuries and prevent damage to property of Con Edison and others;

(b) store any apparatus, material, supplies and equipment permitted in the Premises so that it will not interfere with the safe, reliable and continuous operation of the substation;

(c) place upon the Premises only such loads as may be allowed by Con Edison's safety and operating standards and which do not materially affect the structural integrity of the Premises;

(d) clean up and remove from the jobsite, all trash, refuse, rubbish, scrap materials and other debris so that the Premises is reasonably safe and appears neat and orderly at all times;

(e) remove all temporary structures and substan-

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tially restore the Premises to its original condition except for changes authorized by Con Edison in writing;

(f) post security guards at locations required by Con Edison;

(g) promptly compensate Con Edison for any loss, injury or damage attributable to the Work.

14. CONTRACTORS AND SUBCONTRACTORS
INSURANCE: INDEMNITY

(a) Contractor shall carry or cause to be carried Workmen's Compensation and Comprehensive General Liability Insurance, which includes the coverage for the completed operations, explosion, collapse and underground hazards with broad form contractual endorsement for written or oral contracts and cross liability, in which Con Edison is named as an insured. Coverage shall be obtained to indemnify and protect Con Edison from all insurable risks and from all claims and suits for bodily injury and property damage including those made or brought by Con Edison or its customers, which are attributable to the Work. The policies shall provide for 30 days prior notice of cancellation for any reason to Con Edison. The limit of coverage for any single accident or occurrence shall be no less than \$50,000,000.

(b) Contractor shall hold Con Edison harmless from all loss of, or damage to; Contractor's or subcontractor's

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shed, tools, equipment or material or any property of their employees.

(c) The insurance carrier approved by Con Edison shall indemnify and hold Con Edison harmless against and from all liabilities, costs, expenses (including legal expenses incurred in its defense of claims or suits) including (i) the damages, liability, costs and expenses of Con Edison and its customers for bodily injury or death to persons and damage to property arising out of, or in connection with the performance of work on Con Edison's premises by or on behalf of 7 World Trade Center Company, (ii) the unscheduled interruption, curtailment or suspension of electric service attributable to such work, and (iii) continuous or repeated exposure to conditions resulting in bodily injury (except such as are covered by Workmen's Compensation Insurance for Con Edison employees) occasioned by such work, until completion of the office tower.

(d) Contractor shall deliver to Con Edison prior to entering the Premises for the purposes of carrying out the Work, certificates of insurance and proof of payment of the premium showing that the Contractor has obtained the required insurance coverage. Con Edison has approved the insurance certificate attached to this Consent as complying with the requirements of this Section 14.

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15. SURETY BONDS:

At Con Edison's request, Contractor shall make Con Edison a co-obligee on any surety bonds required by Port under its lease with Contractor provided Contractor does not incur any extra cost. Contractor shall notify Con Edison if Con Edison cannot be added without Contractor incurring extra cost and Con Edison may elect to pay such extra cost.

16. INDEMNIFICATION:

to the extent of the insurance coverage specified in Article 11
(a) Contractor shall indemnify and hold harmless

Con Edison, its trustees, officers, agents and employees against the following distinct and several risks whether they arise from acts or omissions of Contractor or Con Edison or the employees, agents and representatives of Con Edison, third persons or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative, wilful acts done by Con Edison subsequent to commencement of the Work but if insurance coverage is not available to Contractor for Con Edison's negligence then excepting also risks which result solely from negligent acts done by Con Edison subsequent to the start of the Work:

(1) Risk of loss or damage to the Premises. In the event of such loss or damage Contractor shall forthwith repair, replace, rebuild and make good the Premises to the reasonable satisfaction of Con Edison without cost to Con Edison.

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(2) The risk of death, injury or damage, direct or consequential, to Con Edison, its trustees, officers, agents and employees and to its or their property arising out of or in connection with performance of the Work. Contractor shall indemnify Con Edison, its trustees, officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

(3) The risk of claims and demands, just or unjust by third persons against Con Edison, its trustees, officers, agents and employees arising or alleged to arise out of the performance of the Work. Contractor shall indemnify Con Edison, its trustees, officers, agents and employees against and from and shall reimburse Con Edison for Con Edison's costs or expenses including legal expenses incurred in connection with the defense of all such claims and demands.

(b) Contractor shall pay all claims lawfully made against it by its contractors, subcontractors or materialmen and workmen and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Work and Contractor shall cause its contractors and subcontractors to pay all such claims lawfully made against them. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the Premises nor to create any

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rights in said third persons against Con Edison.

17. NOTICES:

Any notices about the Work shall be in writing and considered delivered, when posted by regular mail to the parties at their last known address, or delivered to the parties in person or to their respective construction superintendent or work foreman on the Premises.

18. AMENDMENT AND WAIVER:

No amendment, alteration, modification, waiver or other change in any of the conditions of this consent shall have any effect whatsoever unless it is in writing and signed by Contractor and Con Edison.

19. ENTIRE CONTRACT:

The entire agreement of the parties is contained in this permit and any additional documents expressly incorporated herein. Except as so incorporated, any and all previous collateral agreements, negotiations, proposals, promises and conditions are merged herein.

20. REVOCATION:

Con Edison may withdraw this consent upon reasonable notice (except in case of emergency when no notice is re-

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quired) without any liability on its part whatsoever, whenever Con Edison determines that Contractor has failed to pay any charges when such charges are due, or otherwise has failed to perform a condition of this consent.

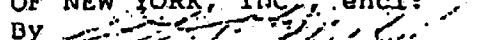
21. NON-TRANSFERABILITY:

This consent is neither assignable or transferable and acceptance by Contractor does not confer, create or vest Contractor with any right, title or interest in Con Edison's real or personal property.

If you accept all of the conditions as a condition of proceeding with the Work, please sign your name in the space provided on the enclosed copy and return it to me within ten (10) days.

Sincerely,


bvm:
encl:

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC. encl:
By 

Accepted this 31st day
of March, 1982

SILVERSTEIN DEVELOPMENT CORP.,
as GENERAL PARTNER OF 7 World Trade Co.

By


Larry Silverstein, President

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